

FORM OF FLOATING RATE DEFINITIVE NOTE: MEXICO FORM - ALL CREDITS (PUBLIC)

[This Global Note is for use in transactions involving public-sector entities in Mexico. This form requires the use of a credit agreement.]

[Name of Borrower]

GLOBAL NOTE

U.S. \$ _____, _____

FOR VALUE RECEIVED, [Name of Borrower] (the "Borrower"), by this promissory note ("Note"), promises to pay to the order of [Name of Lender] ("Lender") at its office located at [Address of Lender in United States or name and address of commercial bank located in the United States], United States of America, the principal sum of _____ dollars (U.S.\$ _____) in lawful currency of the United States of America, in installments as provided below, and to pay at said office interest in like currency on the principal balance hereof, from time to time outstanding, at an interest rate per annum equal to LIBOR (as defined below) plus _____. Beginning on the Eximbank Claim Payment Date (as defined below), the definition of Special LIBOR shall apply for all purposes in place of the definition of LIBOR. The "Eximbank Claim Payment Date" the date on which (following the Borrower's failure to pay when due any amount of principal hereof and/or interest on this Note) Export-Import Bank of the United States ("Eximbank") shall have made a claim payment to the Lender. All capitalized terms not defined herein shall have the meanings assigned to them in the Credit Agreement (as defined below).

For purposes of this Note, "LIBOR" shall mean, for any Interest Period (as defined below), the interest rate per annum equal to the per annum rate of interest at which deposits in U.S. dollars are offered by the principal office of the Lender in London, England, to prime banks in the London interbank market at 11:00 A.M. (London time), two Business Days (i.e., any day other than one in which the Federal Reserve Bank of New York is closed and any day on which dealings in currencies and exchange between banks may be carried on in London, England) before the first day of such Interest Period and in an amount equal to the aggregate principal amount outstanding on the first day of such Interest Period.

For purposes of this Note, "Interest Period" shall mean (i) with respect to the first Interest Period, the period beginning on _____, _____, and ending on the next succeeding Interest Payment Date (as defined below), and (ii) with respect to each subsequent Interest Period, a six-month period beginning on an Interest Payment Date (as defined below) and ending on the next succeeding Interest Payment Date.

The principal of this Note is payable in _____ (____) installments, each of which shall be in the amount of _____ dollars (U.S.\$ _____) in lawful currency of the United States of America. The first installment of principal shall be due and

payable on _____, _____, and each successive installment shall be due and payable on _____ and _____ of each year thereafter (each, a "Payment Date"). Interest shall be computed on the basis of the actual number of days elapsed, using a _____-day year. The first installment of interest shall be due and payable on _____, _____, and each successive installment shall be due and payable on _____ and _____ of each year thereafter, upon any prepayment hereon (to the extent accrued thereon), at maturity (whether by acceleration or otherwise) and after maturity on demand (each, an "Interest Payment Date").

This Note is issued pursuant to the terms of an agreement dated as of _____, _____, among the Borrower, [the Guarantor,] and the Lender (the "Agreement"), and is subject to and governed by its terms, and is entitled to the benefits thereof.¹ This Note is transferable only (i) with an instrument of assignment as described in the Agreement, and (ii) upon satisfaction of the conditions to transfer referred in such Agreement. Any transfer not complying with such conditions shall be null and void. This Note may be prepaid and payment may be accelerated as provided in the Agreement.

[Name of Borrower]

By _____
(Signature)

Name _____
(Print)

Title _____
(Print)

Promissory Note No. L - _____

¹In all Mexican public sector medium and long-term transactions a credit agreement must be used.